



STATE OF MISSISSIPPI

CONTRACT NUMBER

8200015370

CONTRACT SMART NUMBER

1130-15-SWCT-00490

MMCAP CONTRACT FOR VACCINES

SANOFI PASTEUR INC.

DEPARTMENT OF FINANCE AND ADMINISTRATION

OFFICE OF PURCHASING AND TRAVEL

701 WOOLFOLK BUILDING, SUITE A

501 NORTH WEST STREET

JACKSON, MISSISSIPPI 39201

VACCINES

EFFECTIVE DATES: November 1, 2015 through October 31, 2016

1. AUTHORITY

- 1.1 Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) is a group of state agencies and political subdivisions, founded in 1988 as a group purchasing organization, which contracts for pharmaceuticals for state agencies and other political subdivisions in participating states. The state of Minnesota serves as the lead state for the organization and in this role establishes and maintains all MMCAP contracts. MMCAP is a voluntary organization funded through the collection of an administration fee from the pharmaceutical manufacturers contracting with the alliance. MMCAP has a wide variety of practice settings represented within its participants. Among the settings represented within MMCAP's diverse membership (but not limited to) are correctional facilities, regional psychiatric treatment facilities, student health services, public health services, veteran's nursing homes, public hospitals, and community health clinic pharmacies.

2. CONTRACT ADMINISTRATION

- 2.1 Questions or problems arising from this contract or subsequent order and delivery procedures should be directed to the Office of Purchasing and Travel, 501 N. West Street, Suite 701-A, Jackson, MS 39201; Phone: 601-359-3409. Our office will contact the MMCAP Administrator to resolve any problems that may arise.

Email for MMCAP is: Mn.MMCAP@state.mn.us

Fax #651-297-3996

GlaxoSmithKline

Contract Number

MMCAP MMS13001

In MN SWIFT # 59732

Term of Contract

January 1, 2013 through December 31, 2016. The Contract may be extended for up to one (1) additional one (1) year extension.

Direct Contract with Manufacturer

Product Ordering

Phone: 1.866.475.8222

Email: vaccine.service-center@gsk.com

Website: www.gskvaccinesdirect.com

Customer Service

Phone: 1.866.475.8222

Hours of Operation: Monday-Friday 8:00a.m. to 6:00p.m. EST

Vendor Contract Administrator

Name: George Roetzer

Title: National Accounts Director

Company Name: GlaxoSmithKline

Address: One Franklin Plaza-3F0605, 1600 Vine Street

City, ST ZIP: Philadelphia PA 19102

Phone: 1.309.827.0774

Email: george.h.roetzer@gsk.com

Federal ID Number

23-1099050

Shipping and Delivery

- Shipping included in the cost of the product
- Damaged products should be reported to vendor immediately upon receipt-contact customer service for instructions
- FOB Shipment
- Orders may be cancelled or modified at any time up until shipment
- Influenza vaccine should be pre-booked January – April each year for delivery in August-October.

Payment Terms

- Net 30 days from date of invoice
- Cash, check and EFT are accepted
- Credit applications may be required as per the discretion of the Vendor's Credit Department

Product Pricing

All Products listed in the *Products* section of the contract are fixed pricing. Pricing is found at www.mmcap.org in the Programs section under Influenza Pricing and Pre-booking information link.

Special form

For initial account set up GSK requires a GPO declaration form to be filled out, listing MMCAP as the GPO of choice. This form can be requested by emailing mn.multistate@state.mn.us . Please list **GSK GPO Declaration Form needed** in the subject line of your email.

Member Shareback = none at this time

Administrative Fee paid to MMCAP = 1.5%

Contract Cancellation

MMCAP or the Vendor may cancel the Contract at any time with or without cause upon 30 days written notice to the other party.



Vaccine Ordering Information

MMCAPs routine vaccine contracts allow for purchases direct with the manufacturers and through MMCAP contracted pharmaceutical wholesalers. Outlined in the following pages are ordering guidance for each company.

Products & Pricing

Complete MMCAP Products & Pricing are found online at

<http://www.mmd.admin.state.mn.us/MMCAP/CatalogLogin.aspx> . Member access can be obtained by contacting mn.multistate@state.mn.us .

Vaccines are available through pharmaceutical wholesalers

MMCAP members may procure routine vaccines from the MMCAP contracted wholesalers; AmerisourceBergen, Cardinal Health, Morris & Dickson. Account set up information can be obtained by contacting mn.multistate@state.mn.us .

Cardinal Health- Members receive 5 free deliveries per week (M-F).

Morris & Dickson- Total sales of less than \$25,000 per month and a total order of less than \$1,000 a delivery fee of \$65 will apply for vaccine only accounts. Total sales greater than \$25,000 per month receive 5 free deliveries per week.

AmerisourceBergen- Total sales of 0-\$9,999 per month receive 1 free delivery per week. Total sales of \$10,000-\$25,000 per month receive 3 free deliveries. Additional deliveries are available for a fee. Total sales greater than \$25,000 per month receive 5 free deliveries per week. (See the pharmaceutical wholesaler contracts for complete information.)

Obtaining MMCAP Pricing

MMCAP members ordering directly with a vendor must contact the vendor's customer service department prior to their first purchase and indicate they are members of MMCAP, group purchasing organization (GPO). This will ensure you are connected to MMCAP contracts and receiving MMCAP contract pricing.

Federal Excise Tax

Many vaccine products are subject to Federal Excise Tax (FET). This tax must be paid. Government agencies are not exempt to FET on vaccines. The tax money is put into the Vaccine Injury Compensation Trust Fund providing funding for the National Vaccine Injury Compensation Program to compensate vaccine-related injury or death claims for covered vaccines administered on or after October 1, 1988. A good website explaining additional information on the tax is <http://www.hrsa.gov/vaccinecompensation/index.html> . The HRSA site also has the authorizing legislation.

Storage and Handling

Customers taking physical possession of vaccine product(s) are fully responsible for complying with all applicable federal, state, and local laws and regulations relating to the storage, handling, and distribution of such products.

Product Returns

Products must be returned in accordance of the Vendors return policies. Contact Vendor customer service department or your wholesaler for all vaccine returns. Vaccines must be stored and handled according to individual product specifications.

DSCSA

Inquire with the Vendor for further information regarding obtaining traceability transaction information.

MMCAP resource: <http://www.mmd.admin.state.mn.us/mmcap/News/DataFile.aspx?fid=2729>

Note: The following information is not related to influenza vaccine. Contact MMCAP at mn.multistate@state.mn.us or 651-201-2420 for any influenza related questions. Or log into the MMCAP website at <http://www.mmd.admin.state.mn.us/MMCAP/Influenza/Default.aspx>

GSK

1 Franklin Plaza, 3F0605, 1600 Vine St.

Philadelphia, PA 19102

5 Moore Drive

Research Triangle Park, NC 27709

Customer Service=1.866.475.8222

Website= www.gskvaccinesdirect.com

GSK Fed Tax ID # is 23-1099050

MMCAP Contract #MMS15112

Contract End Date: 6/30/2019

Direct

For full direct purchase terms, see contract.

Ordering. There is no order minimum or handling fee MMCAP Participating Facilities may place orders for any of the Vendors vaccines either through MMCAP Authorized Wholesalers or directly from Vendor through www.gskvaccinesdirect.com (the "GSK Direct Website"). MMCAP Participating Facilities purchasing vaccines from the Vendor will sign-up, accept, and abide with terms and conditions of the GSK Direct Website. A DEC form (attached) must be filled out signed and returned to GSK prior to purchasing GSK products.

Payment. MMCAP Participating Facilities shall pay for all regular orders, with payment to be received by GSK no later than thirty (30) days for cash payments or EFT payments from the date of the invoice. Unauthorized deductions are not permitted and are in violation of this offer and may result in delayed shipments. MMCAP Participating Facilities shall pay for purchases of GSK Products by check made payable to GSK or by electronic fund transfer (EFT). Payment must be sent to the following address:

GlaxoSmithKline Financial, Inc.
P.O. Box 740415
Atlanta, GA 30374-0415

If GSK does not receive payment within thirty (30) days from the date of invoice, GSK may elect to withhold shipment of GSK products. For further information on EFT, contact GSK Customer Financial Services at 866-334-7111.

Shipping. GSK will ship the product ordered to the address specified at the time of order in accordance with and subject to the terms and conditions of the GSK Direct Website. If product arrives in broken or damaged condition, the MMCAP Participating Facility shall insist upon carrier's agent noting the damage or breakage on the delivery receipt. GSK shall prepay all carrier charges and insurance against the MMCAP Participating Facility's risk of loss or damage to GSK products during carriage.

Returns. Please review GSK returns policy at
<http://www.gskvaccinesdirect.com/gsk/en/US/links/ReturnGoodsPolicy.html>



GROUP PURCHASING ORGANIZATION MEMBERSHIP DECLARATION w/ SURVEY

In order to take advantage of prices and/or rebates under a Group Purchasing Organization (GPO) or Alliance with GSK contracts, GSK requires an eligible facility to designate only **ONE** GPO whose contract(s) said facility will access to purchase GSK products. **The GPO designation listed below, if different from current files, will remove facility from their current GPO (or other segment) within 30 days of notification.**

Multiple GPO designations, even for different product groups, will not be honored. Designations may be changed, but will require thirty (30) days advance written notice to GSK. GSK reserves the right to refuse to extend a contract price to a facility that has failed to designate a GPO/Alliance, seeks to purchase under agreements with multiple alliances, or does not meet contract eligibility requirements. Facility will be added to the designated GPO's contract(s) within thirty (30) days, if GSK determines that all contract eligibility requirements are met. (Declaration forms must be submitted for each location. "Blanket" declaration forms are not accepted.)

PLEASE COMPLETE ALL REQUESTED INFORMATION (PLEASE PRINT) INCOMPLETE FORMS WILL NOT BE PROCESSED

FACILITY NAME _____

DEA # (must be current) _____ STATE LICENSE # _____ STATE LICENSE # EXPIRATION DATE _____

FACILITY STATE LICENSE NAME OR AUTHORIZED HCP STATE LICENSE NAME _____

PHYSICAL ADDRESS _____ SUITE # _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX # _____

MUST DESIGNATE SOLE GROUP PURCHASING ORGANIZATION: MMCAP

PRIMARY WHOLESALER (NAME, CITY, STATE) _____

TYPE OF BUSINESS:

- ☐ On-site inpatient hospital pharmacy
- ☐ On-site outpatient hospital pharmacy
- ☐ On-site hospital clinic
- ☐ Off-site satellite clinic (affiliated with _____ (Hospital Name))
- ☐ State Agency
- ☐ Oncology clinic / pharmacy
- ☐ Student health center
- ☐ Surgery Center
- ☐ Nursing Home Provider/Long Term Care
- ☐ Home health care/home infusion
- ☐ HMO/Managed health care
- ☐ Other (please describe: _____)

Is this facility owned, leased, or managed by a hospital or hospital system? YES NO
If so, name and location of hospital or hospital system _____

Is a pharmacy or physician-dispensing unit physically located within this facility? YES NO

Is this pharmacy or physician dispensing unit a closed-door pharmacy?
(i.e. only serves patients and employees of the facility?) YES NO

Is this facility for profit? YES NO

CERTIFICATION: By signing below, Facility certifies, under penalty of perjury, that all of the above information is true and correct. Further, Facility certifies and agrees that (1) any GSK product purchased under any agreement shall be for its "Own Use," as defined by the United States Supreme Court in its opinions report at Abbott Laboratories et al. v. Portland Retail Druggist Association, Inc., 425 U.S. 1 (1976), and Jefferson County Pharmaceutical Association, Inc., v. Abbott Laboratories, et al., 103 S. Ct. 1011 (1983), and (2) GSK may, in its sole discretion, contact Facility's staff, and/or visit Facility's locations to verify that the above information is correct, and Facility agrees to provide such information to GSK as is reasonably necessary for GSK to make such a determination.

